

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

THE MUNICIPALITIES OF BAYAMÓN,
CAGUAS, LOÍZA, LARES,
BARRANQUITAS, COMERÍO, CAYEY,
LAS MARÍAS, TRUJILLO ALTO, VEGA
BAJA, AÑASCO, CIDRA, AGUADILLA,
AIBONITO, MOROVIS, MOCA, BARCE-
LONETA, CAMUY, CATAÑO, SALINAS,
ADJUNTAS, ARROYO, CULEBRA,
DORADO, GUAYNABO, HORMIGUEROS,
JUNCOS, LAJAS, MANATÍ, NAGUABO,
NARANJITO, UTUADO, VILLALBA,
COAMO, OROCOVIS, VIEQUES, and
YABUCOA on behalf of themselves and oth-
ers similarly situated, known as the MUNICI-
PALITIES OF PUERTO RICO,

Plaintiffs,

v.

EXXON MOBIL CORP, SHELL PLC F.K.A.
ROYAL DUTCH SHELL PLC, CHEVRON
CORP, BP PLC, CONOCOPHILLIPS,
MOTIVA ENTERPRISES LLC, OCCI-
DENTAL PETROLEUM F.K.A. ANA-
DARKO PETROLEUM CORP, BHP, RIO
TINTO PLC, AMERICAN PETROLEUM IN-
STITUTE, XYZ CORPORATIONS 1-100,
and JOHN AND JANE DOES 1-100,

Defendants.

Civil Case No. 3:22-cv-01550-SCC-HRV

DEFENDANT CHEVRON'S MOTION FOR JUDICIAL NOTICE

Pursuant to Federal Rule of Evidence 201(c)(2), Defendant Chevron Corp. respectfully requests the Court to take judicial notice of the document listed below and attached as an exhibit to this motion.

Judicial notice of the document is proper under Rule 201(b)(2). Under Rule 201(b), a district court may take judicial notice of a fact “not subject to reasonable dispute because it: (1) is generally known within the trial court’s territorial jurisdiction; or (2) can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned.” Fed. R. Evid. 201(b).

Exhibit A is a publicly-available engagement agreement (original and certified translation) between Plaintiff Municipality of Vega Baja and Plaintiffs’ counsel Milberg, entitled “Contrato de Servicios Legales a Contingencia,” and dated November 17, 2022, and available for download at <https://consultacontratos.ocpr.gov.pr/contract/downloaddocument?code=4a29f0e7-ab70-4f02-8c36-1107c99bbf65>. This contract has been filed in the Puerto Rico Contract Registry maintained by the Office of the Comptroller of Puerto Rico which can be accessed at <https://consultacontratos.ocpr.gov.pr/>. The agreement is being offered only for the purposes of showing that amendment would be futile, not for the merits of the Motion to Dismiss. Specifically, the contract demonstrates that investigation into Plaintiffs’ claims has been ongoing since at least 2019. Upon a motion to dismiss, courts may “take judicial notice of information from an official government website that is ‘not subject to reasonable dispute.’” *Morales Posada v. Cultural Care, Inc.*, 554 F. Supp. 3d 309, 314 n.2 (D. Mass. 2021) (quoting *Gent v. CUNA Mut. Ins. Soc’y*, 611 F.3d 79, 84 n.5 (1st Cir. 2010)), *aff’d on other grounds sub nom. Posada v. Cultural Care, Inc.*, 66 F.4th 348 (1st Cir. 2023). Accordingly, courts have taken judicial notice of government contracts in similar circumstances. *Sroga v. Laboda*, 748 Fed. Appx. 77, 78 n.1 (7th Cir. 2019) (taking judicial notice of the contents of a municipality’s contract posted on a government website).

CONCLUSION

For the foregoing reasons, Chevron respectfully requests that the Court take judicial notice of the document attached to this motion.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 30th day of January 2024.

CERTIFICATE OF SERVICE: I, Roberto C. Quiñones-Rivera, certify that, on the above date, I filed this document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record registered in the system.

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